

Jason P. Sultzer (JS-4546)
Wilson Elser Moskowitz Edelman and Dicker LLP
Attorneys for Defendant
JOHN GLENN ASSOCIATES, INC.
3 Gannett Drive
White Plains, New York 10604-3407
Tel No.: (914) 323-7000
Email: jason.sultzer@wilsonelser.com

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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SYLVIA ABRAMS,	:	Case No. 07-cv-7861 (JGK) (THK)
	:	
Plaintiff,	:	
	:	<u>ANSWER</u>
-against-	:	
	:	
JOHN GLENN ASSOCIATES, INC.,	:	
	:	
Defendant.	:	
-----	X	

Defendant JOHN GLENN ASSOCIATES, INC. (hereinafter referred to as "JOHN GLENN" or "Defendant"), by and through its attorneys, WILSON, ELSER, MOSKOWITZ, EDELMAN & DICKER LLP, as and for its Answer to the Complaint herein, respectfully states upon information and belief as follows:

Introduction

1. Defendant denies the allegations contained in paragraph "1" of Plaintiff's Complaint.

Parties

2. Defendant lacks sufficient knowledge to admit or deny the allegations in paragraph "2" of Plaintiff's Complaint and therefore, denies same.

3. Defendant lacks sufficient knowledge to admit or deny the allegations in paragraph "3" of Plaintiff's Complaint and therefore, denies same.

4. Defendant admits the allegations contained in paragraph “4” of Plaintiff’s Complaint.

5. Defendant admits the allegations contained in paragraph “5” of Plaintiff’s Complaint.

6. Defendant denies the allegations contained in paragraph “6” of Plaintiff’s Complaint.

Jurisdiction and Venue

7. Defendant admits the allegations contained in paragraph “7” of Plaintiff’s Complaint.

8. Defendant admits the allegations contained in paragraph “8” of Plaintiff’s Complaint.

Allegations Particular to Sylvia Abrams

9. Defendant denies the allegations contained in paragraph “9” of Plaintiff’s Complaint.

10. Defendant lacks sufficient knowledge to admit or deny the allegations in paragraph “10” of Plaintiff’s Complaint and therefore, denies same.

11. Defendant admits the allegations contained in paragraph “11” of Plaintiff’s Complaint.

12. Defendant denies the allegations contained in paragraph “12” of Plaintiff’s Complaint.

13. Defendant lacks sufficient knowledge to admit or deny the allegations in paragraph “13” of Plaintiff’s Complaint and therefore, denies same.

14. Defendant denies the allegations contained in paragraph “14” of Plaintiff’s Complaint.

15. Defendant denies the allegations contained in paragraph “15” of Plaintiff’s Complaint.

16. Defendant lacks sufficient knowledge to admit or deny the allegations in paragraph “16” of Plaintiff’s Complaint and therefore, denies same.

17. Defendant denies the allegations contained in paragraph “17” of Plaintiff’s Complaint.

18. Defendant denies the allegations contained in paragraph “18” of Plaintiff’s Complaint.

AS AND FOR A FIRST CAUSE OF ACTION

Violations of the Fair Debt Collection Practices Act brought by plaintiff on behalf of herself and the members of a class, as against the defendant.

19. Defendant denies the allegations contained in paragraph “19” of Plaintiff’s Complaint.

20. This Defendant lacks sufficient knowledge to admit or deny the allegations in paragraph “20” of Plaintiff’s Complaint and therefore, denies same.

21. Defendant denies the allegations contained in paragraph “21” of Plaintiff’s Complaint.

22. Defendant denies the allegations contained in paragraph “22” of Plaintiff’s Complaint.

23. Defendant denies the allegations contained in paragraph “23” of Plaintiff’s Complaint.

24. Defendant denies the allegations contained in paragraph “24” of Plaintiff’s Complaint.

25. Defendant denies the allegations contained in paragraph “25” of Plaintiff’s Complaint.

26. Defendant denies the allegations contained in paragraph “26” of Plaintiff’s Complaint.

Violations of the Fair Debt Collection Practices Act

27. Defendant denies the allegations contained in paragraph “27” of Plaintiff’s Complaint.

28. Defendant denies the allegations contained in paragraph “28” of Plaintiff’s Complaint.

AS AND FOR A FIRST AFFIRMATIVE DEFENSE

29. Plaintiff’s Complaint fails to state a cause of action upon which relief can be granted against the Defendant.

AS AND FOR A SECOND AFFIRMATIVE DEFENSE

30. Any and all damages that Plaintiff may have suffered were the direct and proximate result of her own acts and/or omissions, and/or those of her agents, and plaintiff is thereby barred from any recovery against the Defendant as alleged in the Complaint.

AS AND FOR A THIRD AFFIRMATIVE DEFENSE

31. Any and all damages that Plaintiff may have suffered were the direct and proximate result of her own failure, and/or the failure of her agents, to take responsible action to prevent and mitigate damages (if any exist), and Plaintiff is thereby barred from any recovery against the Defendant as alleged in the Complaint.

AS AND FOR A FOURTH AFFIRMATIVE DEFENSE

32. The Defendant acted at all times in good faith.

AS AND FOR A FIFTH AFFIRMATIVE DEFENSE

33. Any alleged violations of the Fair Debt Collection Practices Act (FDCPA), which are expressly denied, were not intentional but resulted from a bona fide error notwithstanding the Defendant's maintenance of procedures reasonably implemented to prevent such errors.

AS AND FOR A SIXTH AFFIRMATIVE DEFENSE

34. Defendant reserves the right to seek reasonable attorney's fees and costs on a finding that this action was brought in bad faith and for the purpose of harassing the Defendant.

AS AND FOR A SEVENTH AFFIRMATIVE DEFENSE

35. Plaintiff has not demonstrated the prerequisites to a class action.

AS AND FOR AN EIGHTH AFFIRMATIVE DEFENSE

36. All actions of the Defendant complied with the FDCPA, 15 U.S.C. § 1692 et seq., if it is applicable at all.

AS AND FOR A NINTH AFFIRMATIVE DEFENSE

37. Plaintiff lacks standing to assert a violation of the FDCPA, 15 U.S.C. § 1692 et seq., as alleged in the Complaint.

AS AND FOR A TENTH AFFIRMATIVE DEFENSE

38. Plaintiff's claims may be barred by the applicable statute of limitations.

AS AND FOR AN ELEVENTH AFFIRMATIVE DEFENSE

39. The Defendant's letter that is referenced in the Complaint complied in all respects with the precise applicable language of the FDCPA and was consistent with prevailing case law as of the time the letter was sent.

AS AND FOR A TWELFTH AFFIRMATIVE DEFENSE

40. Plaintiff's Complaint fails to state a cause of action upon which attorney's fees and costs can be granted against the Defendant.

AS AND FOR A THIRTEENTH AFFIRMATIVE DEFENSE

41. Any alleged acts or omissions of the Defendant (specifically denied herein), which Plaintiff claims forms the basis of her causes of action, were not malicious, intentional, willful, reckless, negligent or wanton.

AS AND FOR A FOURTEENTH AFFIRMATIVE DEFENSE

42. Any alleged acts or omissions of the Defendant (specifically denied herein), which Plaintiff claims forms the basis of her causes of action, were not intentional or made with an intent to injure, and were without malice.

AS AND FOR A FIFTEENTH AFFIRMATIVE DEFENSE

43. At all times relevant and material to Plaintiff's Complaint, the Defendant acted properly and with due care and caution for the rights and interests of others.

AS AND FOR A SIXTEENTH AFFIRMATIVE DEFENSE

44. Plaintiff is not entitled to an award of actual or statutory damages under the FDCPA because she suffered no damages as a result of the Defendant's alleged conduct.

AS AND FOR A SEVENTEENTH AFFIRMATIVE DEFENSE

45. Plaintiff's damages are speculative and are not reasonably foreseeable.

AS AND FOR AN EIGHTEENTH AFFIRMATIVE DEFENSE

46. Any alleged acts or omissions of the Defendant (specifically denied herein), did not have the capacity to harass, abuse or deceive Plaintiff.

AS AND FOR A NINETEENTH AFFIRMATIVE DEFENSE

47. Plaintiff's claims and the claims of each purported member of the putative class as defined, are barred, in whole or in part, by the doctrine of waiver.

AS AND FOR A TWENTIETH AFFIRMATIVE DEFENSE

48. Plaintiff has not demonstrated that a class action is maintainable.

AS AND FOR A TWENTY-FIRST AFFIRMATIVE DEFENSE

49. Plaintiff's claims cannot and should not be maintained as a class action because those claims fail to meet the necessary requirements for certification as a class or collective action, including, *inter alia*, numerosity, commonality, typicality, predominance, superiority, adequacy of the class representative, adequacy of class counsel, and similarity.

AS AND FOR A TWENTY-SECOND AFFIRMATIVE DEFENSE

50. Plaintiff's claims and the claims of each purported member of the putative class as defined, are barred in whole or in part by the doctrine of laches.

AS AND FOR A TWENTY-THIRD AFFIRMATIVE DEFENSE

51. Plaintiff's claims and the claims of each purported member of the putative classes as defined, are barred in whole or in part by the doctrine of unclean hands.

AS AND FOR A TWENTY-FOURTH AFFIRMATIVE DEFENSE

52. If Plaintiff is entitled to any statutory damages under the FDCPA, or any other statute, which the Defendant expressly denies, such damages are subject to the limitations set forth in the particular statute.

AS AND FOR A TWENTY-FIFTH AFFIRMATIVE DEFENSE

53. Plaintiff's Complaint should be dismissed to the extent Plaintiff fails to name an indispensable party.

AS AND FOR A TWENTY-SIXTH AFFIRMATIVE DEFENSE

54. The Defendant is not liable to Plaintiff for alleged violations of the FDCPA because any amount it collected or attempted to collect from Plaintiff was expressly authorized by the agreement creating the debt or otherwise permitted by law.

AS AND FOR A TWENTY-SEVENTH AFFIRMATIVE DEFENSE

55. Some or all of Plaintiff's claims against the Defendant are or may be barred to the extent the Defendant conducted a reasonable investigation into Plaintiff's dispute.

AS AND FOR A TWENTY-EIGHTH AFFIRMATIVE DEFENSE

56. The Defendant reserves all of the foregoing affirmative defenses as against all other individuals Plaintiff may seek to add as Plaintiffs in this case as persons "similarly situated," whose identities are currently unknown to the Defendant.

AS AND FOR A TWENTY-NINTH AFFIRMATIVE DEFENSE

57. The letter dated February 8, 2007, relied upon by Plaintiff in this action, is not violative of the FDCPA. Said letter does not negate any rights of the Plaintiff to dispute her

obligation or to obtain the information or verification required by the FDCPA within thirty (30) days of the date of said letter. Said letter does not state what recommendations would be made, in any event, to Defendant's client. Said recommendations would undoubtedly include and provide for the reservation of Plaintiff's rights to dispute the debt in question or to obtain verification thereof within the statutory thirty (30) day period.

AS AND FOR A THIRTIETH AFFIRMATIVE DEFENSE

58. The Defendant is not a debt collector as defined by the FDCPA.

AS AND FOR A THIRTY-FIRST AFFIRMATIVE DEFENSE

59. The Defendant hereby gives notice that it intends to rely upon such other and further affirmative defenses as may become available or apparent during discovery proceedings in this action, and reserves the right to assert any such affirmative defenses.

WHEREFORE, Defendant JOHN GLENN ASSOCIATES, INC. demands judgment dismissing the Plaintiff's Complaint in its entirety, together with such other and further relief as to this Court may seem just, fair and reasonable.

Dated: White Plains, New York
August 26, 2008

Respectfully submitted,

WILSON, ELSER, MOSKOWITZ, EDELMAN & DICKER LLP

_____/S_____
Jason P. Sultzer (JS-4546)
Attorneys for Defendant
JOHN GLENN ASSOCIATES, INC.
3 Gannett Drive
White Plains, New York 10604-3407
Tel No.: (914) 323-7000
Email: jason.sultzer@wilsonelser.com